

RECORDATION NO. 23800 - L FILED

OCT 3 11 -8 00 AM

SURFACE TRANSPORTATION BOARD

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October 3, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Replaced Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution), dated as of October 3, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 23491 and 23800.

The names and addresses of the parties to the enclosed document are:

Assignee Trinity Industries Leasing Company
 2525 Stemmons Freeway
 Dallas, Texas 75207

Assignor: Trinity Rail Leasing I L P.
 2525 Stemmons Freeway
 Dallas, Texas 75207

Chief
Section of Administration
October 3, 2011
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A description of the railroad equipment covered by the enclosed document
is

Railcar lease between Trinity Industries Leasing Company and Mudsmith,
Ltd on 30 railcars within the series 30 railcars within the series TILX 5551
-5584 and TILX 5651 - TILX 5669 as more particularly set forth in the
attachment to the document


A short summary of the document to appear in the index is:

Replaced Pledged Equipment Assignment and Assumption (TRL-I 2011
Substitution)

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the
undersigned

Very truly yours,


✓ Edward M Luria

EML/sem
Enclosures

OCT 04 '11 -8 00 AM

**REPLACED PLEDGED EQUIPMENT ASSIGNMENT AND ASSUMPTION
(TRL-I 2011 SUBSTITUTION)****SURFACE TRANSPORTATION BOARD**

October 3, 2011

TRINITY RAIL LEASING I L.P., a Texas limited partnership (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Assignee"), and the Assignee hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the railcar leases set forth on Schedule I hereto (the "Leases"), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made as part of the concurrent exchange described under the Replacement Pledged Equipment Transfer and Assignment Agreement (TRL-I 2011 Substitution), dated as of September 29, 2011, by and between the Assignor and the Assignee (the "Agreement").

The Assignee hereby assumes, and agrees it is unconditionally bound in respect of, as of the date first set forth above, all duties and obligations of the Assignor under the Leases.


Terms used herein with initial capital letters and not otherwise defined shall have the meanings such terms would have if used in the Agreement.

This Replaced Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution) shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

* * *

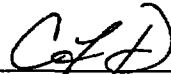
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on and as of the date first written above.

TRINITY INDUSTRIES LEASING COMPANY

By: 
Name: C. Lance Davis
Title: Vice President

TRINITY RAIL LEASING I L.P.

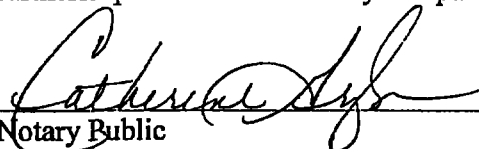
By: TILX GP I, LLC.,
its General Partner

By: 
Name: C. Lance Davis
Title: Vice President

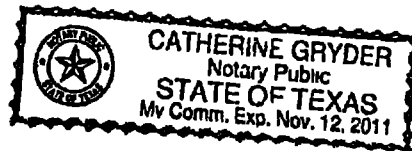
STATE OF TEXAS }
COUNTY OF DALLAS }

SS:

On this 3rd day of October, 2011, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP I, LLC, General Partner of Trinity Rail Leasing I L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing I L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.


Notary Public

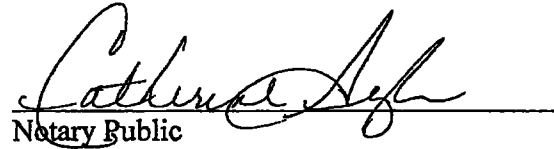
My Commission Expires:



STATE OF TEXAS }
COUNTY OF Dallas }

SS:

On this 3rd day of October, 2011, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of Trinity Industries Leasing Company, that said instrument was signed on behalf of such entity by authority of its management or other governing body and he acknowledged that the execution of the foregoing instrument was the free act and deed of such entity.


Notary Public

My Commission Expires:



SCHEDULE I

Description of Leases

Thirty (30) units identified with marks TILX 5551, TILX 5565, TILX 5566, TILX 5569, TILX 5573, TILX 5575 - 5582, TILX 5584, TILX 5651 - 5655, TILX 5657 - 5660, TILX 5662 - 5665, and TILX 5667 - 5669 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated January 26, 2010 between Trinity Industries Leasing Company and Mudsmith, Ltd.

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated

6/4/11

Edward M Luria

Edward M. Luria